

K. Chad Burgess Director & Deputy General Counsel

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August 30, 2018

## VIA ELECTRONIC FILING

The Honorable Jocelyn G. Boyd
Chief Clerk/Administrator
Public Service Commission of South Carolina
101 Executive Center Drive
Columbia, South Carolina 29210

RE: Amendment Two to Agreement for Transportation Service with Firm Gas Standby between South Carolina Electric & Gas Company and Waste Management of Carolinas, Inc. Docket No. 2017-79-G

Dear Ms. Boyd:

On November 29, 2016, South Carolina Electric & Gas Company ("SCE&G") entered into an Agreement for Transportation Service with Firm Gas Standby with Waste Management of Carolinas, Inc., which was approved by Order No. 2017-212. Amendment One to Agreement for Transportation Service with Firm Gas Standby was filed on May 1, 2017.

Enclosed for filing only is Amendment Two to Agreement for Transportation Service with Firm Gas Standby between SCE&G and Waste Management of Carolinas, Inc.

By copy of this letter, we are providing the South Carolina Office of Regulatory Staff with a copy of the amendment.

If you have any questions, please advise.

Very truly yours,

K. Chad Burgess

KCB/ctb Enclosures

Cc: Jeffrey M. Nelson, Esquire Dawn Hipp This original to be returned to SCE&G Company



## MIMENDMENT TWO TO AGREEMENT FOR TRANSPORTATION SERVICE WITH FIRM GAS STANDBY

This Amendment Two, made and entered into this 27#,--dday of LIFE, 2018, by and between SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns, hereinafter called "Seller", and WASTE MANAGEMENT OF CAROLINAS, INC., its successors and assigns, hereinafter called "Buyer".

## **WITNESSETH**

WHEREAS, Seller provides transportation service to Buyer under the terms of an Agreement for Transportation Service with Firm Gas Standby dated November 29, 2016, and as amended on February 3, 2017, and

WHEREAS, Buyer and Seller have agreed to amend the Agreement for Transportation Service with Firm Gas Standby between Buyer and Seller to change the Annual Minimum.

NOW THEREFORE, in consideration of these covenants and agreements set forth to be kept and performed by the parties hereto, it is mutually agreed as follows:

- A. This Amendment Two shall become effective on August 1, 2018.
- B. Paragraph 10, <u>ANNUAL MINIMUM</u>, is deleted and replaced with the following:

## 10. ANNUAL MINIMUM

In consideration of Seller's investment in the facilities required to provide Buyer's requirements in Priority-of-Service Category 3.A., Buyer agrees to use a minimum of 50,000 dekatherms of natural gas during year One (1), 57,000 dekatherms of natural gas during years Three-Ten (3-10) during the contract term which will include the combined usage at the Columbia and Conway Facilities. The contract term will be the period beginning on August 1, 2017, and continuing for ten (10) full calendar years. This minimum quantity may be satisfied by the use of Firm or Transportation gas provided hereunder. Deficit volumes in any contract year will be billed at Two dollar and fifty-six cents (\$1.56) per dekatherm. Paragraph 1, of the General Terms and Conditions hereto attached. Buyer shall purchase all gas tendered by Seller up to the Maximum Daily Quantity whenever and to the extent Buyer has a requirement for fuel in the Priority-of-Service Category set forth herein.

- C. The term of this Amendment Two shall be the same as the term of the Agreement for Transportation Service with Firm Gas Standby currently in effect.
- D. No other provisions of the Agreement for Transportation Service with Firm Gas Standby between Seller and Buyer are altered by this Amendment Two.

IN WITNESS WHEREOF, this Amendment Two to Agreement for Transportation Service with Firm Gas Standby has been executed on the date first above written by the parties hereto, by their officers or other representatives.

WASTE MANAGEMENT OF CAROLINAS, INC.	SOUTH CAROLINA ELECTRIC & GAS
Buyer	Seller
By Shaele	By Mindson
19.1.1.4 V.F.	Geresal Munker Siles
Title	Title
B. A.T. 2013	8/11/2018
Date	Date